

2022 Highway Department Fuel Pump Improvements Project Manual

Village of Caledonia
Project ID: 2022-02

March 2022



Village of Caledonia Engineering Department
5043 Chester Lane, Racine, WI 53402
ATTN: Anthony A. Bunkelman, PE
Public Services Director
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Project Manual for the
2022-02 Highway Dept. Fuel Pump Improvements
Village of Caledonia, Racine County, Wisconsin

TABLE OF CONTENTS

OFFICIAL NOTICE TO BIDDERSSECTION 1
PROOF OF RESPONSIBILITYSECTION 2
BID FORMSECTION 3
INSURANCE AND LIABILITY REQUIREMENTSSECTION 4
CONTRACTSECTION 5
SPECIAL PROVISIONS.....SECTION 6
PAYMENT AND PERFORMANCE BOND.....SECTION 7

PROJECT 2022-02
HIGHWAY DEPARTMENT FUEL PUMP IMPROVEMENTS
VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk for the Fuel Pump Improvements at the Village's Highway Department. All bids must be submitted to the Village Clerk by **3:00 p.m., Wednesday, March 30th, 2022** at the Caledonia Village Hall, 5043 Chester Lane, Racine, Wisconsin. All bids received will be opened and publicly read at the Village Hall on Wednesday, March 30th, 2022 at 3:01 p.m. Bids shall be in a sealed envelope marked "Highway Department Fuel Pump Improvements". The work can be generally described as the removal and replacement of existing pumps (2) and installation of a new card reader. The Highway Garage is located at 6922 Nicholson Road, Caledonia Wisconsin, 53108.

All proposals must be submitted on a form provided for the purpose and must be accompanied by a \$5,000.00 certified check or bid bond made payable to the Village of Caledonia to guarantee that if the proposal is accepted, a contract will be entered into and a performance bond will be furnished pursuant to s. 779.14 WI Stats., in the amount of the total contract price. The proposal shall include the proof of responsibility, the bid form, subcontractor list, and the bid bond.

The Village Board reserves the right to accept or reject any and all bids, to waive any informalities in bidding and to award a contract to the bidder, who will best serve the interests of the Village.

Electronic copies of the bid documents, in Portable Document Format (PDF), will be available by Wednesday March 16th, 2022 and may be downloaded for free at www.caledonia-wi.gov.

Dated March 9th, 2022

Advertisement Dates: March 16th, 2022
March 23rd, 2022

Joslyn Hoeffert
Village Clerk

PROOF OF RESPONSIBILITY

I hereby certify that all statements herein are made on behalf of

(Name of Corporation submitting bid)

A Corporation organized and existing under the laws of the State of Wisconsin.

A Partnership consisting of _____

An Individual trading as _____

of the City (or County) of _____

State of _____

That I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal, that I have full authority to make such statements and submit this proposal in (its) (their) behalf; and that said statements are true and correct.

Signature: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary Public:
County:

My Commission expires _____.

PROSECUTION AND PROGRESS: The successful bidder shall agree to have all the work substantially completed by October 28th, 2022. Award of this contract is expected to occur on or around April 4th, after which the contractor shall submit the signed contract and payment/performance bonds. Work may commence soon thereafter. When work on a segment or segments of the total proposed work begins, it shall continue at the rate of at least forty (40) hours per week until the proposed work or the segment(s) of the total proposed work is completed. If the successful bidder is unable to make satisfactory delivery during the period of this contract, the Village will meet its requirements by purchase on the open market and will charge any difference in price which they are required to pay to the account of the successful bidder.

BID FORM

OFFICIAL BID TO:
VILLAGE BOARD, VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN

BASE BID - UNIT PRICE BID

Item	Description	Est. Qty.	Unit	Unit Cost	Total
1	Fuel Pump Improvements	1	LS		
Total Bid					

Name of Company

Address of Company

BY: _____

TITLE: _____

SUBCONTRACTOR'S LIST

<u>Contractor Name</u>	<u>Contractor Address</u>	<u>Work Being Performed</u>

INSURANCE AND LIABILITY REQUIREMENTS

LIABILITY AND INSURANCE – The Contractor shall provide and maintain from insurance companies acceptable to the Village of Caledonia, insurance to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia, and their authorized Officials, employees and agents, against all hazards and risks of loss. The Contractor shall also include the Village of Caledonia as additional insureds in liability policies required by the Contract Documents with the exception of Worker's Compensation. The Contractor shall not commence work under a Contract until he has obtained all insurance required hereunder and has filed certification thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. The insurance certification shall be in a form that is satisfactory to Owner and shall be signed and dated by an authorized representative of the insurance carrier(s).

- (A) Worker's Compensation Insurance – The Contractor shall maintain during the life of this Contract the statutory coverage as required by Chapter 102 of the Statutes of the State of Wisconsin, as revised, and all acts amendatory thereof and supplementary thereto, for all employees of the Contractor, and Employer's Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 Disease Policy Limit and \$100,000 Disease Each Employee. All Subcontractors and suppliers of material shall furnish to the Contractor evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the Contractor.
- (B) Comprehensive General Liability and Property Damage Insurance – The Contractor shall maintain during the life of this Contract Comprehensive General Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia, and their authorized Officials, employees and agents, against all claims arising from injuries to members of the public or damage to the property of others arising out of any act or omission of the Contractor or his agents, employees or Subcontractors. In addition, this coverage shall insure the contractual liability assumed by the Contractor under the Contract Documents. The scope of this coverage shall include commercial general liability, premises and operations, independent contractors, products liability and completed operations (which shall be maintained for a minimum period of 2 years after final payment), broad form property damage, contractual liability coverage, explosion and collapse hazard and underground hazard, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 per occurrence and a \$2,000,000 per project General Aggregate

- (C) Comprehensive Automotive Liability and Property Damage Insurance - The Contractor shall maintain during the life of this Contract Comprehensive Automotive Liability and Property Damage insurance coverage to protect the Contractor, employees of the Contractor, Subcontractors of the Contractor, members of the public, Village of Caledonia, and their authorized Officials, employees and agents, against all claims for injuries, including uninsured and underinsured motorists coverage, and accidental death to members of the public and damage to property of others arising from the use of motor vehicles, used on or off the construction site, whether they are owned, hired, or non-owned vehicles, all subject to the following limits:

Bodily Injury and Property Damage: \$1,000,000 per occurrence.

- (D) Umbrella - The Contractor shall maintain during the life of this Contract Comprehensive Umbrella Liability covering all referenced liability policies in this contract in an amount no less than \$2,000,000.
- (E) Builder's Risk – The Contractor shall maintain during the life of this Contract Builder's Risk insurance coverage. This insurance shall protect the Contractor and the Village of Caledonia from all insurable risks of physical loss or damage to buildings, structures, and materials and equipment, not otherwise covered under Installation Floater insurance. It shall be of the "all risk" type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the buildings, structures, materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Installation Floater insurance. If the work does not include the construction of buildings or structures, the Builder's Risk insurance may be omitted providing the Installation Floater insurance fully covers the work. In the event the property to be installed requires any off premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Builder's Risk insurance shall provide for losses to be payable to the Contractor and the Village of Caledonia as their interests may appear.

- (F) Installation Floater – The Contractor shall maintain during the life of this Contract Installation Floater insurance coverage. This insurance shall protect the Contractor and the Village of Caledonia from all insurable risks of physical loss or damage to materials and equipment, not otherwise covered under Builder’s Risk insurance, while in warehouses, storage areas, during construction, testing and after the work is completed. It shall be of the “all risk” type, with coverages designed for the circumstances which may occur in the particular work included in the Contract. The amount of such insurance shall not be less than the insurable value of the work at completion, including the aggregate value of the materials and equipment to be erected or installed by the Contractor, less the value of the materials and equipment insured under the Builder’s Risk insurance. In the event the materials or equipment to be installed requires any off premises storage in a warehouse or storage area, the policy shall be extended to provide coverage including transit between such location and the place of installation. Installation Floater insurance shall provide for losses to be payable to the Contractor and the Village of Caledonia as their interests may appear.

The Contractor shall file with the Village of Caledonia a certification of insurance containing an endorsement to the effect that cancellation or material change of such policies shall not be effective unless thirty (30) days written notice is given to the Village of Caledonia prior to such cancellation or material change.

NOTES: The required limits of liabilities may be obtained with primary liability policies or in combination with an umbrella excess liability policy. Limitations of insurance shall be those specified above, or in the declarations for said policies, whichever is greater. The insurance of the Contractor and all Subcontractors shall be primary and non-contributory. Any insurance maintained by the additional insureds named above shall be excess and non-contributory to the insurance of the Contractor and all Subcontractors.

CONTRACT

THIS CONTRACT made this _____ day of _____, _____, by and between _____ herein called the “Contractor” and the Village of Caledonia, Wisconsin, a municipal body, located in Racine County, Wisconsin. The Village of Caledonia herein called the “Owner”.

WITNESSETH

For and in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor hereby agrees at its own cost and expense to perform, furnish and pay for all work, workmanship, materials, labor, utility services, tools, equipment, appliances, machinery, transportation, appurtenances, services and incidentals, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item indicated or described and as required by good practice to provide a complete and satisfactory improvement, system or structure, of any nature whatsoever necessary or convenient to complete the construction of the **2022 HIGHWAY DEPARTMENT FUEL PUMP IMPROVEMENTS, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN**

(hereinafter referred to as the “Project”) as shown on and as described in the:

2022 HIGHWAY DEPARTMENT FUEL PUMP IMPROVEMENTS, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

(hereinafter referred to as the “Contract Documents”), in a workmanlike manner and in strict conformity and full compliance with the Contract Documents herein mentioned and made a part of this Contract as fully and completely as if the same were fully set forth herein.

ARTICLE 2 CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract in the manner and at the times provided in the Contract Documents, subject to the final computation of the exact units of work performed and the basis of the unit prices, and subject to any additions or deductions provided in the Contract Documents, and subject to adjustment in accordance with the Contract Documents. See attached Exhibit A for Unit Prices.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts computed hereunder and determined by the Contract Documents.

The Contractor agrees that if, within one year after the Completion Date Of The Work, any work provided by the Contractor or any of his subcontractors, suppliers or service providers is found by the Owner to be defective, or not in accordance with the Contract Documents, the Contractor shall, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct such work, or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective.

The Owner, in case the items under this Contract are not finished within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge and finish the work at the expense of the Contractor and the sureties of the Contractor.

ARTICLE 3 COMPONENT PARTS OF THIS DOCUMENT

This Contract consists of the following component parts of the Contract Documents, all of which are hereby made a part of this Contract as fully and completely as if the same were fully set forth herein:

- | | |
|----------------------------|---|
| A. Notice to Bidders | D. Insurance and Liability Requirements |
| B. Proof of Responsibility | E. Contract |
| C. Bid Form | F. Special Provisions |

The Contract Documents form a complete unit, and requirements called for by one are as binding as if called for by all.

**ARTICLE 4 PAYMENT FOR LABOR, SERVICES,
MATERIALS, PLANS AND SPECIFICATIONS**

The Contractor specifically agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the work described in the Contract Documents, including without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment insurance, as the obligation of the Contractor.

IN WITNESS WHEREOF, we, the parties hereto, each hereby subscribe this Contract.

(Name of Contractor)

By: _____
Print Name: _____
Office: _____

Attest: _____
Print Name: _____
Office: _____

VILLAGE OF CALEDONIA, WISCONSIN

By: _____
James R. Dobbs
President

Attest: _____
Joslyn Hoeffert
Clerk

Provision has been made to pay the liability that will accrue under the above and foregoing Contract.

Caledonia Finance Director

Date: _____

SPECIAL PROVISIONS

GENERAL: All State and Federal standards shall apply for fuel dispenser installation and handling as well as the Petroleum Equipment Institute (PEI) guidelines and recommendations. The National Electrical Code and local Village of Caledonia Electrical Code shall apply for all electrical work.

FUEL PUMP IMPROVEMENTS: The Contractor shall saw cut, break and remove a trench in existing asphalt pavement approximately 120' long extending from the SW fence corner of the impound lot to the two aboveground fuel tanks. Conduit shall be installed as needed for a new OPW PV100 card reader and as required by Local and State Electrical Code. Once the conduit is installed, the trench shall be backfilled with stone and compacted up to the surface of the existing asphalt pavement. The Village's Highway Department will be responsible for paving the trench with asphalt. The Contractor shall install circuit wiring per the manufacturer standards and per Local Electrical Code. The cost to furnish labor, material, and equipment for all work described above shall be included in the Lump Sum bid item for Fuel Pump Improvements.

The Contractor shall remove and dispose of the two existing Gas Boy dispensers responsibly by doing the following: shutting down the fuel system with 3 days advance notice given to the Highway Superintendent, removing the piping from the impact valves to each dispenser, having a licensed electrician disconnect the electrical service to each dispenser, and all other work as determined necessary by the Contractor.

Two (2) new Wayne Select Pumps with stainless steel cabinets and doors, or approved equal, shall be supplied and installed by the Contractor. The Contractor shall install two (2) new custom fabricated dispenser conversion plates, install new product piping to each dispenser, have a licensed electrician pipe and wire the dispensers using existing electrical components per the manufacturer recommendations and install hanging hardware. Once installed, the Contractor shall perform programming and startup of both the OPW PV100 card reader and both dispensers. Dispensers shall be purged, checked for leaks and calibrated. OPW PV100 card reader shall also be calibrated. The Contractor shall provide training to necessary staff on site for the OPW PV100 and new dispensers upon completion.

Any payment shall include full compensation for all materials, tools, equipment and incidentals necessary to complete the work as described above and included in the lump sum bid item for "Fuel Pump Improvements. Perspective bidders may visit the site and meet with the Highway Superintendent with advanced notification prior to the bid opening. Please contact 262-835-6425 to schedule a visit with Bill Jacoby or Todd Ripley.

SCHEDULE: Award of this contract is expected to occur around April 4th and the Contractor may begin work shortly thereafter. Substantial completion of this work shall be completed by October 28th, 2022.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ (NAME)

_____ (ADDRESS)

(Hereinafter called “Contractor”) as principal, and

_____ (NAME)

_____ (ADDRESS)

a corporation organized and existing under the laws of the State of _____ and authorized to transact business in the State of Wisconsin (hereinafter called the “Surety”) as surety, are held and firmly bound unto the Village of Caledonia, Wisconsin, hereinafter called the “Owner”) in the penal sum of

_____ Dollars (\$ _____)

to be paid to the Village of Caledonia, for the payment of which sum well and truly to be made the Contractor and Surety bind themselves and each of their heirs, personal representatives, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has entered into a certain written Contract (hereinafter called the “Contract”) dated the _____ day of _____, _____ with the Owner for the **2022-02 Highway Department Fuel Pump Improvements**, which Contract, and the component parts of the Contract referenced in the Contract as the Contract Documents (hereinafter called the “Contract Documents”), are made a part hereof as fully and completely as if the same were set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the Contractor shall:

- (a) faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) within one year after the Completion Date Of The Work, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) and all subcontractors of the Contractor shall faithfully perform, carry out and comply with all contracts, whether express or implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) make all payments as required by the terms and conditions of the Contract, and shall make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; and
- (f) pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, and all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract;

then this obligation shall be void; otherwise it shall be and remain in full force and effect; it being expressly understood and agreed that if the Contractor shall:

- (a) fail to faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) fail to within one year after the Completion Date Of The Work, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) fail to pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) fail, or any subcontractors of the Contractor shall fail, to faithfully perform, carry out and comply with all contracts, whether express or implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) fail to make all payments as required by the terms and conditions of the Contract, or shall fail to make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; or
- (f) fail to pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, or shall fail to pay all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract;

the Surety shall promptly:

- (a) faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) within one year after the Completion Date Of The Work, at the Surety's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) faithfully perform, carry out and comply with all contracts of the Contractor or any subcontractor of the Contractor, whether express or implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) make all payments as required by the terms and conditions of the Contract, and shall make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; and
- (f) pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, and all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract.

In addition to any other rights or remedies that the Owner possesses to enforce this Bond, the Owner may maintain an action upon this Bond against the Contractor and Surety for recovery of damages under Section 779.14(2) of the Wisconsin Statutes.

PROVIDED HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no assignment, modification or change of the Contract and no change, extension of time, alteration, modification or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect or release its obligation on this Bond, and it does hereby waive notice of any such assignment, modification or change of the Contract or change, extension of time, alteration, modification or addition to the terms of the Contract Documents or to the work to be performed thereunder.

Signed, sealed, and dated this _____ day of _____, _____.

(Name of Principal)

By: _____

Print Name _____ Office _____

Attest: _____

Print Name _____ Office _____

(Name of Surety)

By: _____

Print Name _____
Attorney-in-Fact

Approved:

Village of Caledonia, Wisconsin

By: _____
Jim Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

Note: All bonds signed by an agent of the Surety must be accompanied by a certified copy of the authority to act for the Surety at the time of the signing of this Bond. The date of the Bond must not be prior to the date of the Contract.